

1 Sheri M. Thome, Esq.  
Nevada Bar No. 008657  
2 Jeffrey A. Bollers, Esq.  
Nevada Bar No. 016501  
3 **WILSON, ELSER, MOSKOWITZ,**  
**EDELMAN & DICKER LLP**  
4 6689 Las Vegas Blvd. South, Suite 200  
Las Vegas, Nevada 89119  
5 Telephone: 702.727.1400  
Facsimile: 702.727.1401  
6 Email: [Sheri.Thome@wilsonelser.com](mailto:Sheri.Thome@wilsonelser.com)  
Email: [Jeffrey.Bollers@wilsonelser.com](mailto:Jeffrey.Bollers@wilsonelser.com)  
7 *Attorneys for Defendants United States Automobile*  
*Association, USAA Casualty Insurance Company and*  
8 *Garrison Property and Casualty Insurance Company*

9  
10 **UNITED STATES DISTRICT COURT**  
11 **DISTRICT OF NEVADA**

12 ALLISON KAREN, individually; GUDRUN  
KAREN, individually,

13 Plaintiffs,

14 v.

15 UNITED STATES AUTOMOBILE  
16 ASSOCIATION; USAA CASUALTY  
INSURANCE COMPANY; GARRISON  
17 PROPERTY AND CASUALTY INSURANCE  
COMPANY; AUTO INJURY SOLUTIONS,  
18 INC.; DOE INDIVIDUALS 1-20, inclusive;  
and ROE CORPORATIONS 1-20, inclusive,

19 Defendants.  
20

Case No. 2:24-cv-02089-CDS-DJA

**STIPULATION TO EXTEND TIME FOR  
DEFENDANTS TO RESPOND TO  
PLAINTIFFS' COMPLAINT**

**(FIRST REQUEST)**

21 Plaintiffs Allison Karen and Gudrun Karen, by and through their attorney of record Peter M.  
22 Angulo, Esq., and Defendants United States Automobile Association, USAA Casualty Insurance  
23 Company and Garrison Property and Casualty Company ("USAA Defendants") by and through their  
24 attorneys of record, Sheri M. Thome, Esq. and Jeffrey A. Bollers, Esq., of Wilson, Elser,  
25 Moskowitz, Edelman & Dicker LLP, hereby stipulate pursuant to Local Rule IA 6-1 to extend the  
26 time for the Defendants to respond to Plaintiffs' Complaint as follows:

27 ///

28 ///

**STIPULATION FOR EXTENSION OF TIME FOR DEFENDANTS TO RESPOND  
TO PLAINTIFFS' COMPLAINT**

1  
2       1.       This is the first requested extension of time of the USAA Defendants to file a  
3 responsive pleading to Plaintiffs' Complaint.

4       2.       Plaintiffs served process for the USAA Defendants on the Nevada Division of  
5 Insurance on November 14, 2024. [ECF 9-11]

6       3.       The Nevada Division of Insurance forwarded such process to the registered agent for  
7 the USAA Defendants on November 20, 2024, making service complete on that date pursuant to  
8 N.R.S. § 680A.260(1)-(2) (service of process is complete when the Division of Insurance forwards  
9 such process to the insurer's registered agent). The Notices of Service of Process for the respective  
10 USAA Defendants are collectively attached as **EXHIBIT A** at pp. 1, 14, 27.

11       4.       The USAA Defendants' responsive pleading deadline is currently December 11, 2024.

12       5.       Plaintiffs and the USAA Defendants hereby stipulate to extend the Defendants'  
13 responsive pleading deadline by one week, up to and including December 18, 2024.

14       6.       The stipulated extension will afford these Defendants sufficient time to investigate  
15 Plaintiffs' causes of action and to formulate their response to Plaintiffs' allegations and the bases  
16 therefor. It will also provide undersigned defense counsel sufficient opportunity to determine  
17 whether they will also be representing defendant Auto Injury Solutions, Inc.

18       7.       No party will be prejudiced by the stipulated extension, nor will the stipulated  
19 extension unduly delay resolution of this case.

20       8.       This stipulation is entered into in good faith, not for purposes of delay or any other  
21 improper reason.

22       ///

23       ///

24       ///

25       ///

26       ///

27       ///

28       ///

**IT IS SO STIPULATED.**

Dated this 10th day of December, 2024

Dated this 10th day of December, 2024

ANGULO LAW GROUP

WILSON, ELSER, MOSKOWITZ, EDELMAN  
& DICKER LLP

By: /s/ Peter M. Angulo  
Peter M. Angulo, Esq.  
Nevada Bar No. 3672  
5545 S. Mountain Vista St., Suite F  
Las Vegas, Nevada 89120  
*Attorney for Plaintiffs Allison Karen  
and Gudrun Karen*

By: /s/ Jeffrey A. Bollers  
Sheri M. Thome, Esq.  
Nevada Bar No. 008657  
Jeffrey A. Bollers, Esq.  
Nevada Bar No. 016501  
6689 Las Vegas Blvd. South, Suite 200  
Las Vegas, Nevada 89119  
*Attorneys for Defendants United States  
Automobile Association, USAA Casualty  
Insurance Company and Garrison  
Property and Casualty Insurance  
Company*

**ORDER**

IT IS HEREBY ORDERED that pursuant to the above Stipulation, Defendants shall respond to Plaintiffs' Complaint no later than December 18, 2024.

**IT IS SO ORDERED.**



DANIEL J. ALBREGTS  
UNITED STATES MAGISTRATE JUDGE

DATED: 12/11/2024

# EXHIBIT A

## Notices of Service of Process on the USAA Defendants



## Notice of Service of Process

null / ALL  
Transmittal Number: 30306248  
Date Processed: 11/20/2024

**Primary Contact:** Sandra Adams  
United Services Automobile Association  
9800 Fredericksburg Rd  
San Antonio, TX 78288-0002

**Electronic copy provided to:** Griselda Mejia  
Carmen Solis  
Laura Lopez

---

**Entity:** United Services Automobile Association  
Entity ID Number 3692038

**Entity Served:** United Services Automobile Association

**Title of Action:** Allison Karen vs. United Services Automobile Association

**Matter Name/ID:** Allison Karen vs. United Services Automobile Association (16543824)

**Document(s) Type:** Summons/Complaint

**Nature of Action:** Contract

**Court/Agency:** U.S. District Court, NV

**Case/Reference No:** 2:24-cv-02089

**Jurisdiction Served:** Nevada

**Date Served on CSC:** 11/20/2024

**Answer or Appearance Due:** 21 Days

**Originally Served On:** CSC

**How Served:** Regular Mail

**Sender Information:** Angulo Law Group  
702-384-8000

---

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

**To avoid potential delay, please do not send your response to CSC**

251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | [sop@cscglobal.com](mailto:sop@cscglobal.com)

00001

JOE LOMBARDO  
*Governor*

STATE OF NEVADA

DR. KRISTOPHER SANCHEZ  
*Director*

SCOTT J. KIPPER  
*Commissioner*



**DEPARTMENT OF BUSINESS AND INDUSTRY  
DIVISION OF INSURANCE**

November 18, 2024

UNITED SERVICES AUTOMOBILE ASSOCIATION (License No. 688)  
CORPORATION SERVICE COMPANY  
112 N CURRY ST  
CARSON CITY NV 89703-4934

Re: Notice of Service of Process (SOP No. 3629)  
Allison Karen, et al. v. United Services Automobile Association, et al.  
2:24-cv-02089, United States District Court, District of Nevada

Enclosed you will find a summons or initial documents, which has been personally served upon the Nevada Commissioner of Insurance as statutory attorney to accept service of process on your behalf. These documents were served at 4:45 p.m. on November 14, 2024.

Sincerely,

Scott J. Kipper  
Commissioner of Insurance

By: /s/ Betsy Gould  
Service of Process Clerk

Enclosures

AO 440 (Rev. 06/12) Summons in a Civil Action

## UNITED STATES DISTRICT COURT

for the

District of Nevada

ALLISON KAREN, individually; GUDRUN KAREN,  
individually,

Plaintiff(s)

v.

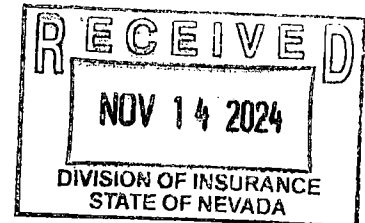
UNITED SERVICES AUTOMOBILE ASSOCIATION,  
et al.

Defendant(s)

Civil Action No. 2:24-cv-02089-DJA

## SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) United Services Automobile Association

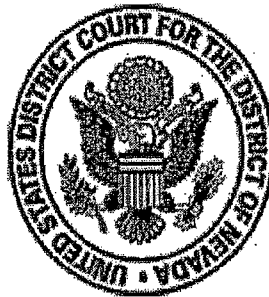


A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Peter M. Angulo, Esq., Angulo Law Group, 5545 S. Mountain Vista Street, Suite F, Las Vegas, Nevada 89120 (702) 384-8000

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Date: 11/13/2024



CLERK OF COURT

A handwritten signature in dark ink, appearing to read "Dea. K. King".

Signature of Clerk or Deputy Clerk

00003

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
 was received by me on *(date)* \_\_\_\_\_.

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
 on *(date)* \_\_\_\_\_; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_, a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_, who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 on *(date)* \_\_\_\_\_; or

☐ I returned the summons unexecuted because \_\_\_\_\_; or

☐ Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ 0.00.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

00004



PETER M. ANGULO, ESQ.  
**ANGULO LAW GROUP**  
5545 S. Mountain Vista St. Ste. F  
Las Vegas, NV 89120  
Tel: (702) 384-8000  
Fax: (702) 384-8200  
Email: [pangulo@angulolawgroup.com](mailto:pangulo@angulolawgroup.com)  
*Attorneys for Plaintiffs*

**UNITED STATES DISTRICT COURT**  
**DISTRICT OF NEVADA**

ALLISON KAREN, individually; GUDRUN  
KAREN, individually,

Plaintiffs,

vs.

UNITED SERVICES AUTOMOBILE  
ASSOCIATION, an insurance exchange; USAA  
CASUALTY INSURANCE COMPANY, a  
foreign corporation doing business in Nevada;  
GARRISON PROPERTY AND CASUALTY  
INSURANCE COMPANY, a foreign  
corporation doing business in Nevada; AUTO  
INJURY SOLUTIONS, INC., a foreign  
corporation doing business in Nevada; DOES I  
through X, and ROE CORPORATIONS XI  
through XX, inclusive,

Defendant.

Case No.:

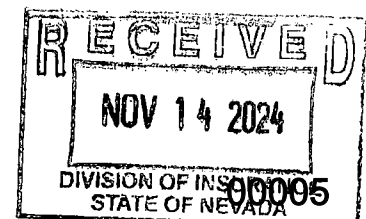
**COMPLAINT**

**(Jury Trial Demanded)**

COMES NOW, Plaintiffs ALLISON KAREN and GUDRUN KAREN (hereinafter "Plaintiffs"),  
by and through their attorney of record, PETER M. ANGULO, ESQ., of the ANGULO LAW GROUP and  
hereby complains and alleges as follows:

**JURISDICTION AND VENUE**

1. That all times mentioned herein, Plaintiffs were and are residents of the State of Nevada, County of Clark.
2. That at all times mentioned herein, upon information and belief, Defendant, UNITED SERVICES AUTOMOBILE ASSOCIATION (hereinafter "USAA", was and an insurance exchange) is a



1 foreign corporation, being both duly licensed to do business in, and actually engaged in the business  
2 of selling insurance in the County of Clark, State of Nevada.

3 3. That at all times mentioned herein, upon information and belief, Defendant, USAA CASUALTY  
4 INSURANCE COMPANY (hereinafter "USAA-CIC"), was and is a foreign corporation, being  
5 both duly licensed to do business in, and actually engaged in the business of selling insurance in  
6 the County of Clark, State of Nevada.

7 4. That at all times mentioned herein, upon information and belief, Defendant, GARRISON  
8 PROPERTY AND CASUALTY INSURANCE COMPANY, a subsidiary of USAA-CIC  
9 (hereinafter "GARRISON"), was and is a foreign corporation, being both duly licensed to do  
10 business in, and actually engaged in the business of selling insurance in the County of Clark, State  
11 of Nevada.

12 5. That at all times mentioned herein, upon information and belief, Defendant, AUTO INJURY  
13 SOLUTIONS, INC., was and is a foreign corporation, being both duly licensed to do business in,  
14 and actually engaged in the business of selling insurance in the County of Clark, State of Nevada.  
15 The four Defendants are hereafter referred to as "the USAA Defendants."

16 6. That all the facts and circumstances that give rise to the subject lawsuit occurred in the State of  
17 Nevada, County of Clark.

18 7. That, pursuant to FRCP 10(a), the identities of the Defendants, DOES I through X and ROE  
19 CORPORATIONS XI through XX, are unknown at this time and may be individuals, partnerships,  
20 companies, corporations, or other entity. Plaintiff alleges that each Defendant designated herein as  
21 DOE or ROE CORPORATIONS are responsible in some manner for the damages alleged herein.  
22 Therefore, Plaintiff requests leave of the Court to amend this Complaint to name the Defendants  
23 specifically when their true identities become known.

24 8. Each of Plaintiffs' claimed injuries in this matter exceed \$75,000.00.

25 9. Pursuant to 28 U.S.C. §1332(a), this Court has original jurisdiction over this matter.  
26  
27  
28

**FIRST CAUSE OF ACTION***(DECLARATORY RELIEF)*

10. On or about April 29, 2023, in Las Vegas, Clark County, Nevada, Plaintiffs were involved in a motor vehicle accident, as a result of the negligence of an under-insured motorist.

11. On or about January 12, 2024, in Las Vegas, Clark County, Nevada, Plaintiffs were involved in a motor vehicle accident, as a result of the negligence of an under-insured motorist.

12. As a further direct and proximate result of the accidents, Plaintiffs incurred substantial expenses for medical care and treatment.

13. As a further direct and proximate result of the accidents, Plaintiffs, have suffered and continues to suffer physical pain, disability, emotional distress, including, but not limited to, Plaintiffs have suffered certain injuries and damages which are permanent and life long in nature.

14. That Plaintiffs' medical expenses and pain and suffering are covered benefits under the contract of insurance with Defendant USAA, bearing policy number 0200235087101, insuring two vehicles owed by Plaintiff ALLISON KAREN and her son.

15. That there may be an offset to damages under the policy with Defendant USAA-CIC for medical payments coverage.

16. At the time of the accident, Plaintiffs were insured with USAA with uninsured motor policy limits of \$1,000,000.00 per person \$1,000,000.00 per accident.

17. At the time of the accident, Plaintiffs were insured with USAA with a stackable medical payment policy limit of \$100,000.00 per person, per vehicle.

18. That Defendants, including DOES I through X and ROES XI through XX, were and are obligated to compensate Plaintiffs for their injuries and damages they sustained in the above-mentioned accident by virtue of and consistent with the uninsured motorist coverages identified.

19. That the combined policy limits of the USAA Defendants underinsured motorist policies identified for both the Plaintiffs' accidents total \$2,000,000.00. That the compensable injuries and damages to the Plaintiffs, as defined under the policies of UIM coverage, are in excess of the combined \$2,000,000.00 limits.

1 20. That the combined policy limits of the USAA Defendants medical payment policies identified for  
2 both the Plaintiffs' accidents total \$800,000.00. That the compensable injuries and damages to the  
3 Plaintiffs, as defined under the policies of Medical Payment coverage, are in excess of the combined  
4 \$800,000.00 limits.

5 21. The Plaintiffs were fault free in the collisions described above and therefore there are no  
6 comparative fault offsets to damages.

7 22. Despite a demand for settlement of the applicable UIM coverage being made, the USAA  
8 Defendants have delayed making an offer to settle.

9 23. Despite a demand for settlement of the applicable Medical Payment coverage being made, the  
10 USAA Defendants have delayed making payments to the Plaintiffs to cover the incurred medical  
11 expenses.

12 24. Due to the delay on the USAA Defendants' part, Plaintiffs have been subjected to collection notices  
13 putting them financially at risk.

14 25. That pursuant to NRS 30.040, jurisdiction of this matter rests with this court. That the Plaintiff is  
15 therefore asking this Court to adjudicate the rights of the parties herein under the applicable  
16 contracts of UIM insurance.

17 26. That the USAA Defendants are attempting to create a financial windfall for itself through its actions  
18 in diminishing the coverage which was purchased and otherwise available to the Plaintiffs.

19 27. That the USAA Defendants are obligated by Nevada Law, to provide insurance coverage to  
20 Plaintiffs, due to their injuries, and Plaintiffs are entitled to declaration from the court that they  
21 have standing to make and receive compensation for said claims.

22 28. That as a direct and proximate result of the USAA Defendants' wrongful conduct, Plaintiffs, have  
23 suffered and will continue to suffer damages payable under the applicable under-insured motorist  
24 policy in an amount in excess of FIFTEEN THOUSAND DOLLARS (\$15,000.00).

25 29. As a further and direct proximate result, Plaintiffs were forced to retain an attorney to prosecute the  
26 instant action, incurring attorney's fees and costs and is therefore entitled to same from USAA in  
27 prosecuting this action.  
28

**SECOND CAUSE OF ACTION*****(BREACH OF CONTRACT)***

30. Plaintiffs repeat, re-allege, and incorporate by reference the allegations of paragraphs 1 through 29 as though fully set forth herein.

31. That the USAA Defendants, through their actions, are refusing to tender the full policy benefits even after concluding that the claim of the Plaintiff is in excess of the USAA Defendants policy limits and the collective policy limits as set forth above, thereby breaching the contract for underinsured motorist coverage.

32. That the USAA Defendants have breached the terms of the contract of UIM insurance, and that the Plaintiff is entitled to the benefits. That by virtue of the injuries and damages suffered in the accident described above, the damages of the Plaintiffs exceed the value of coverage. The Plaintiffs are therefore entitled to the policy limits.

33. That the Plaintiffs are further entitled to costs and attorney's fees for having to bring this action under these circumstances.

34. That to the extent appropriate, Plaintiffs will seek to amend their Complaint to conform to discovery as necessary.

**THIRD CAUSE OF ACTION*****(EXPLOITATION OF THE ELDERLY)***

35. Plaintiffs repeat, re-allege, and incorporate by reference the allegations of paragraphs 1 through 34 as though fully set forth herein.

36. That Plaintiff, GUDRUN KAREN, at all relevant times, was well beyond the age of 60 years old. Nevertheless, Defendants, knowing this fact, and in full understanding that Plaintiff was not currently represented by legal counsel, wrongfully caused Plaintiff to believe there were limitations on her ability to be recompensed for her injuries. Accordingly, the USAA Defendants utilized their position of trust and confidence to, through deception, intimidation or undue influence, exert influence over monies to which Plaintiff was lawfully entitled with the intention of permanently depriving her of the ownership, use, benefit or possession of those monies.

1 37. Such actions were not done innocently but were instead done with recklessness, oppression, fraud  
2 and/or malice.

3 38. Such actions constitute a violation of Nevada criminal statutes specifically designed to protect such  
4 vulnerable persons from such exploitation.

5 39. Pursuant to NRS 41.1395, Plaintiff is entitled to two times the actual damages incurred by her and  
6 a full award of her attorney fees and costs incurred in prosecuting this action.

7 **FOURTH CAUSE OF ACTION**

8 *(UNFAIR CLAIMS PRACTICES)*

9 40. Plaintiffs repeat, re-allege, and incorporate by reference the allegations of paragraphs 1 through 39  
10 as though fully set forth herein.

11 41. In their actions which form the basis of the instant lawsuit, the USAA Defendants violated  
12 provisions of the Nevada's statutory prohibitions on unfair claims practices (NRS 686A.310)  
13 including, but not limited to :

14 a. Misrepresenting to Plaintiff pertinent facts or insurance policy provisions relating to  
15 any coverage at issue;

16 b. Failing to acknowledge and act reasonably promptly upon communications with  
17 respect to claims arising under insurance policies;

18 c. Failing to effectuate prompt, fair and equitable settlements of claims in which  
19 liability of the insurer has become reasonably clear;

20 d. Compelling Plaintiffs to institute litigation to recover amounts due under an  
21 insurance policy by offering substantially less than the amounts to which they were entitled when  
22 she made claims for amounts reasonably similar to the amounts ultimately recovered in subsequent  
23 litigation;

24 e. Attempting to settle a claim for less than the amount to which a reasonable person  
25 would have believed he or she was entitled by reference to written or printed advertising material  
26 accompanying or made part of an application;

27 f. Failing to settle claims promptly, where liability has become reasonably clear, under  
28 one portion of the insurance policy coverage in order to influence settlements under other portions



1 of the insurance policy coverage; and

2 g. Failing to provide promptly to an insured a reasonable explanation of the basis in  
3 the insurance policy, with respect to the facts of the insured's claim and the applicable law, for the  
4 denial of the claim or for an offer to settle or compromise the claim.

5 42. Such actions by the USAA Defendants entitle Plaintiffs to a separate award under the statute for an  
6 amount equal to her proven damages—including her incurred attorney fees and costs.

7 **FIFTH CAUSE OF ACTION**

8 *(BAD FAITH)*

9 43. Plaintiffs repeat, re-allege, and incorporate by reference the allegations of paragraphs 1 through 42  
10 as though fully set forth herein.

11 44. Every contract in Nevada imposes upon the contracting parties the duty of good faith and fair  
12 dealing. It is further acknowledged Nevada views the relationship of an insured to an insurer as  
13 one of special confidence. Accordingly, the insurer assumes the duty to negotiate with its insureds  
14 in good faith and to deal with them fairly. Where the insurer acts unreasonably and with knowledge  
15 there is no reasonable basis for its conduct, it engages in bad faith behavior.

16 45. The actions taken by the USAA Defendants, as described in this Complaint, were not actions taken  
17 in good faith, were unreasonable, and were undertaken with knowledge of the lack of a reasonable  
18 basis for its behavior. Accordingly, Plaintiffs are entitled to an award of damages—both  
19 compensatory and punitive—for the USAA Defendants' acts of bad faith.

20 46. In addition to compensatory and punitive damages, Plaintiffs are entitled to an award of her attorney  
21 fees and costs incurred in pursuing this action.

22 WHEREFORE, Plaintiffs expressly reserving their right to amend this Complaint at the time of the  
23 trial herein, to include all items of damage not yet ascertained, and demands judgment against Defendant,  
24 as follows:

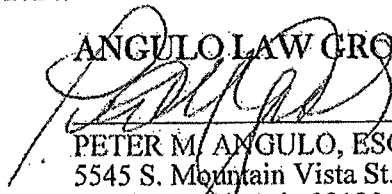
- 25 1. For Declaratory Judgment in their favor of the UIM contract claim and that the Court declare  
26 that Plaintiffs are afforded the \$2,000,000.00 coverage limits as set out in this Complaint;

2. For Declaratory Judgment in their favor of the Medical Payment contract claim and that the Court declare that Plaintiffs are afforded the \$800,000.00 coverage limits as set out in this Complaint;
3. For damages for the breach of UIM contract in the amount of the combined policy limits of \$2,000,000.00;
4. For damages for the breach of Medical Payment contract in the amount of the combined policy limits of \$800,000.00;
3. For statutory damages equaling two times the compensatory damages incurred;
4. For punitive damages;
5. For pre- and post-judgment interest as provided by the law and contract;
6. For attorney's fees and costs incurred and to be incurred herein; and
7. For such other and further relief as the Court deems just and proper in this matter.

Plaintiffs' demand a jury trial in the above-entitled matter.

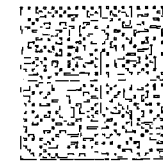
DATED this 8 day of November, 2024.

ANGULO LAW GROUP

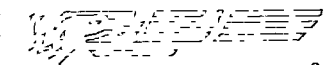
  
PETER M. ANGULO, ESQ.  
5545 S. Mountain Vista St., Ste. F  
Las Vegas, Nevada 89120  
Attorneys for Plaintiffs



Nevada Division of Insurance  
1818 E. College Pkwy., Suite 103  
Carson City, NV 89706-7986



US POSTAGE PITNEY BOWES



ZIP 89701 \$ 002.04<sup>0</sup>  
02 4W  
0000390939 NOV 19 2024

UNITED SERVICES AUTOMOBILE  
ASSOCIATION  
CORPORATION SERVICE COMPANY  
112 N CURRY ST  
CARSON CITY NV 89703-4934



## Notice of Service of Process

null / ALL  
Transmittal Number: 30305464  
Date Processed: 11/20/2024

**Primary Contact:** Sandra Adams  
United Services Automobile Association  
9800 Fredericksburg Rd  
San Antonio, TX 78288-0002

**Electronic copy provided to:** Griselda Mejia  
Laura Lopez  
Carmen Solis

---

**Entity:** USAA Casualty Insurance Company  
Entity ID Number 3692525

**Entity Served:** USAA Casualty Insurance Company

**Title of Action:** Allison Karen vs. United Services Automobile Association

**Matter Name/ID:** Allison Karen vs. United Services Automobile Association (16543278)

**Document(s) Type:** Summons/Complaint

**Nature of Action:** Contract

**Court/Agency:** U.S. District Court, NV

**Case/Reference No:** 2:24-cv-02089

**Jurisdiction Served:** Nevada

**Date Served on CSC:** 11/20/2024

**Answer or Appearance Due:** 21 Days

**Originally Served On:** NV Department of Business and Industry on 11/18/2024

**How Served:** Regular Mail

**Sender Information:** Angulo Law Group  
702-384-8000

---

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

**To avoid potential delay, please do not send your response to CSC**

251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | [sop@cscglobal.com](mailto:sop@cscglobal.com)

00014

JOE LOMBARDO  
*Governor*

STATE OF NEVADA

DR. KRISTOPHER SANCHEZ  
*Director*

SCOTT J. KIPPER  
*Commissioner*



**DEPARTMENT OF BUSINESS AND INDUSTRY  
DIVISION OF INSURANCE**

November 18, 2024

USAA CASUALTY INSURANCE COMPANY (License No. 699)  
CORPORATION SERVICE COMPANY  
112 N CURRY ST  
CARSON CITY NV 89703-4934

Re: Notice of Service of Process (SOP No. 3628)  
Allison Karen, et al. v. United Services Automobile Association, et al.  
2:24-cv-02089, United States District Court, District of Nevada

Enclosed you will find a summons or initial documents, which has been personally served upon the Nevada Commissioner of Insurance as statutory attorney to accept service of process on your behalf. These documents were served at 4:45 p.m. on November 14, 2024.

Sincerely,

Scott J. Kipper  
Commissioner of Insurance

By: /s/ Betsy Gould  
Service of Process Clerk

Enclosures

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the  
District of Nevada

ALLISON KAREN, individually; GUDRUN KAREN,  
individually,

\_\_\_\_\_  
*Plaintiff(s)*

v.

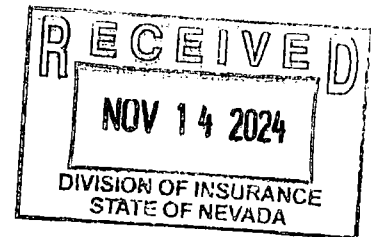
UNITED SERVICES AUTOMOBILE ASSOCIATION,  
et al.

\_\_\_\_\_  
*Defendant(s)*

Civil Action No. 2:24-cv-02089-DJA

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* USAA Casualty Insurance Company



A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Peter M. Angulo, Esq., Angulo Law Group, 5545 S. Mountain Vista Street, Suite F, Las Vegas, Nevada 89120 (702) 384-8000

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Date: 11/13/2024



CLERK OF COURT

*[Handwritten Signature]*

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

00016

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
 was received by me on *(date)* \_\_\_\_\_.

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_, a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_, who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I returned the summons unexecuted because \_\_\_\_\_; or

☐ Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ 0.00.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

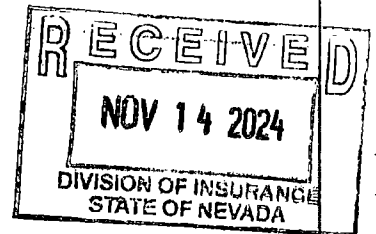
\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

00017

PETER M. ANGULO, ESQ.  
**ANGULO LAW GROUP**  
5545 S. Mountain Vista St. Ste. F  
Las Vegas, NV 89120  
Tel: (702) 384-8000  
Fax: (702) 384-8200  
Email: [pangulo@angulolawgroup.com](mailto:pangulo@angulolawgroup.com)  
*Attorneys for Plaintiffs*

**UNITED STATES DISTRICT COURT**  
**DISTRICT OF NEVADA**



ALLISON KAREN, individually; GUDRUN  
KAREN, individually,

Case No.:

Plaintiffs,

vs.

**COMPLAINT**

**(Jury Trial Demanded)**

UNITED SERVICES AUTOMOBILE  
ASSOCIATION, an insurance exchange; USAA  
CASUALTY INSURANCE COMPANY, a  
foreign corporation doing business in Nevada;  
GARRISON PROPERTY AND CASUALTY  
INSURANCE COMPANY, a foreign  
corporation doing business in Nevada; AUTO  
INJURY SOLUTIONS, INC., a foreign  
corporation doing business in Nevada; DOES I  
through X, and ROE CORPORATIONS XI  
through XX, inclusive,

Defendant.

COMES NOW, Plaintiffs ALLISON KAREN and GUDRUN KAREN (hereinafter "Plaintiffs"),  
by and through their attorney of record, PETER M. ANGULO, ESQ., of the ANGULO LAW GROUP and  
hereby complains and alleges as follows:

**JURISDICTION AND VENUE**

1. That all times mentioned herein, Plaintiffs were and are residents of the State of Nevada, County of Clark.
2. That at all times mentioned herein, upon information and belief, Defendant, UNITED SERVICES AUTOMOBILE ASSOCIATION (hereinafter "USAA", was and an insurance exchange) is a

- 1 foreign corporation, being both duly licensed to do business in, and actually engaged in the business  
2 of selling insurance in the County of Clark, State of Nevada.
- 3 3. That at all times mentioned herein, upon information and belief, Defendant, USAA CASUALTY  
4 INSURANCE COMPANY (hereinafter "USAA-CIC"), was and is a foreign corporation, being  
5 both duly licensed to do business in, and actually engaged in the business of selling insurance in  
6 the County of Clark, State of Nevada.
- 7 4. That at all times mentioned herein, upon information and belief, Defendant, GARRISON  
8 PROPERTY AND CASUALTY INSURANCE COMPANY, a subsidiary of USAA-CIC  
9 (hereinafter "GARRISON"), was and is a foreign corporation, being both duly licensed to do  
10 business in, and actually engaged in the business of selling insurance in the County of Clark, State  
11 of Nevada.
- 12 5. That at all times mentioned herein, upon information and belief, Defendant, AUTO INJURY  
13 SOLUTIONS, INC., was and is a foreign corporation, being both duly licensed to do business in,  
14 and actually engaged in the business of selling insurance in the County of Clark, State of Nevada.  
15 The four Defendants are hereafter referred to as "the USAA Defendants."
- 16 6. That all the facts and circumstances that give rise to the subject lawsuit occurred in the State of  
17 Nevada, County of Clark.
- 18 7. That, pursuant to FRCP 10(a), the identities of the Defendants, DOES I through X and ROE  
19 CORPORATIONS XI through XX, are unknown at this time and may be individuals, partnerships,  
20 companies, corporations, or other entity. Plaintiff alleges that each Defendant designated herein as  
21 DOE or ROE CORPORATIONS are responsible in some manner for the damages alleged herein.  
22 Therefore, Plaintiff requests leave of the Court to amend this Complaint to name the Defendants  
23 specifically when their true identities become known.
- 24 8. Each of Plaintiffs' claimed injuries in this matter exceed \$75,000.00.
- 25 9. Pursuant to 28 U.S.C. §1332(a), this Court has original jurisdiction over this matter.
- 26  
27  
28

**FIRST CAUSE OF ACTION*****(DECLARATORY RELIEF)***

10. On or about April 29, 2023, in Las Vegas, Clark County, Nevada, Plaintiffs were involved in a motor vehicle accident, as a result of the negligence of an under-insured motorist.

11. On or about January 12, 2024, in Las Vegas, Clark County, Nevada, Plaintiffs were involved in a motor vehicle accident, as a result of the negligence of an under-insured motorist.

12. As a further direct and proximate result of the accidents, Plaintiffs incurred substantial expenses for medical care and treatment.

13. As a further direct and proximate result of the accidents, Plaintiffs, have suffered and continues to suffer physical pain, disability, emotional distress, including, but not limited to, Plaintiffs have suffered certain injuries and damages which are permanent and life long in nature.

14. That Plaintiffs' medical expenses and pain and suffering are covered benefits under the contract of insurance with Defendant USAA, bearing policy number 0200235087101, insuring two vehicles owed by Plaintiff ALLISON KAREN and her son.

15. That there may be an offset to damages under the policy with Defendant USAA-CIC for medical payments coverage.

16. At the time of the accident, Plaintiffs were insured with USAA with uninsured motor policy limits of \$1,000,000.00 per person \$1,000,000.00 per accident.

17. At the time of the accident, Plaintiffs were insured with USAA with a stackable medical payment policy limit of \$100,000.00 per person, per vehicle.

18. That Defendants, including DOES I through X and ROES XI through XX, were and are obligated to compensate Plaintiffs for their injuries and damages they sustained in the above-mentioned accident by virtue of and consistent with the uninsured motorist coverages identified.

19. That the combined policy limits of the USAA Defendants underinsured motorist policies identified for both the Plaintiffs' accidents total \$2,000,000.00. That the compensable injuries and damages to the Plaintiffs, as defined under the policies of UIM coverage, are in excess of the combined \$2,000,000.00 limits.



1 20. That the combined policy limits of the USAA Defendants medical payment policies identified for  
2 both the Plaintiffs' accidents total \$800,000.00. That the compensable injuries and damages to the  
3 Plaintiffs, as defined under the policies of Medical Payment coverage, are in excess of the combined  
4 \$800,000.00 limits.

5 21. The Plaintiffs were fault free in the collisions described above and therefore there are no  
6 comparative fault offsets to damages.

7 22. Despite a demand for settlement of the applicable UIM coverage being made, the USAA  
8 Defendants have delayed making an offer to settle.

9 23. Despite a demand for settlement of the applicable Medical Payment coverage being made, the  
10 USAA Defendants have delayed making payments to the Plaintiffs to cover the incurred medical  
11 expenses.

12 24. Due to the delay on the USAA Defendants' part, Plaintiffs have been subjected to collection notices  
13 putting them financially at risk.

14 25. That pursuant to NRS 30.040, jurisdiction of this matter rests with this court. That the Plaintiff is  
15 therefore asking this Court to adjudicate the rights of the parties herein under the applicable  
16 contracts of UIM insurance.

17 26. That the USAA Defendants are attempting to create a financial windfall for itself through its actions  
18 in diminishing the coverage which was purchased and otherwise available to the Plaintiffs.

19 27. That the USAA Defendants are obligated by Nevada Law, to provide insurance coverage to  
20 Plaintiffs, due to their injuries, and Plaintiffs are entitled to declaration from the court that they  
21 have standing to make and receive compensation for said claims.

22 28. That as a direct and proximate result of the USAA Defendants' wrongful conduct, Plaintiffs, have  
23 suffered and will continue to suffer damages payable under the applicable under-insured motorist  
24 policy in an amount in excess of FIFTEEN THOUSAND DOLLARS (\$15,000.00).

25 29. As a further and direct proximate result, Plaintiffs were forced to retain an attorney to prosecute the  
26 instant action, incurring attorney's fees and costs and is therefore entitled to same from USAA in  
27 prosecuting this action.  
28

**SECOND CAUSE OF ACTION*****(BREACH OF CONTRACT)***

30. Plaintiffs repeat, re-allege, and incorporate by reference the allegations of paragraphs 1 through 29 as though fully set forth herein.

31. That the USAA Defendants, through their actions, are refusing to tender the full policy benefits even after concluding that the claim of the Plaintiff is in excess of the USAA Defendants policy limits and the collective policy limits as set forth above, thereby breaching the contract for underinsured motorist coverage.

32. That the USAA Defendants have breached the terms of the contract of UIM insurance, and that the Plaintiff is entitled to the benefits. That by virtue of the injuries and damages suffered in the accident described above, the damages of the Plaintiffs exceed the value of coverage. The Plaintiffs are therefore entitled to the policy limits.

33. That the Plaintiffs are further entitled to costs and attorney's fees for having to bring this action under these circumstances.

34. That to the extent appropriate, Plaintiffs will seek to amend their Complaint to conform to discovery as necessary.

**THIRD CAUSE OF ACTION*****(EXPLOITATION OF THE ELDERLY)***

35. Plaintiffs repeat, re-allege, and incorporate by reference the allegations of paragraphs 1 through 34 as though fully set forth herein.

36. That Plaintiff, GUDRUN KAREN, at all relevant times, was well beyond the age of 60 years old. Nevertheless, Defendants, knowing this fact, and in full understanding that Plaintiff was not currently represented by legal counsel, wrongfully caused Plaintiff to believe there were limitations on her ability to be recompensed for her injuries. Accordingly, the USAA Defendants utilized their position of trust and confidence to, through deception, intimidation or undue influence, exert influence over monies to which Plaintiff was lawfully entitled with the intention of permanently depriving her of the ownership, use, benefit or possession of those monies.

1 37. Such actions were not done innocently but were instead done with recklessness, oppression, fraud  
2 and/or malice.

3 38. Such actions constitute a violation of Nevada criminal statutes specifically designed to protect such  
4 vulnerable persons from such exploitation.

5 39. Pursuant to NRS 41.1395, Plaintiff is entitled to two times the actual damages incurred by her and  
6 a full award of her attorney fees and costs incurred in prosecuting this action.

7 **FOURTH CAUSE OF ACTION**

8 *(UNFAIR CLAIMS PRACTICES)*

9 40. Plaintiffs repeat, re-allege, and incorporate by reference the allegations of paragraphs 1 through 39  
10 as though fully set forth herein.

11 41. In their actions which form the basis of the instant lawsuit, the USAA Defendants violated  
12 provisions of the Nevada's statutory prohibitions on unfair claims practices (NRS 686A.310)  
13 including, but not limited to :

14 a. Misrepresenting to Plaintiff pertinent facts or insurance policy provisions relating to  
15 any coverage at issue;

16 b. Failing to acknowledge and act reasonably promptly upon communications with  
17 respect to claims arising under insurance policies;

18 c. Failing to effectuate prompt, fair and equitable settlements of claims in which  
19 liability of the insurer has become reasonably clear;

20 d. Compelling Plaintiffs to institute litigation to recover amounts due under an  
21 insurance policy by offering substantially less than the amounts to which they were entitled when  
22 she made claims for amounts reasonably similar to the amounts ultimately recovered in subsequent  
23 litigation;

24 e. Attempting to settle a claim for less than the amount to which a reasonable person  
25 would have believed he or she was entitled by reference to written or printed advertising material  
26 accompanying or made part of an application;

27 f. Failing to settle claims promptly, where liability has become reasonably clear, under  
28 one portion of the insurance policy coverage in order to influence settlements under other portions

1 of the insurance policy coverage; and

2 g. Failing to provide promptly to an insured a reasonable explanation of the basis in  
3 the insurance policy, with respect to the facts of the insured's claim and the applicable law, for the  
4 denial of the claim or for an offer to settle or compromise the claim.

5 42. Such actions by the USAA Defendants entitle Plaintiffs to a separate award under the statute for an  
6 amount equal to her proven damages—including her incurred attorney fees and costs.

7 **FIFTH CAUSE OF ACTION**

8 *(BAD FAITH)*

9 43. Plaintiffs repeat, re-allege, and incorporate by reference the allegations of paragraphs 1 through 42  
10 as though fully set forth herein.

11 44. Every contract in Nevada imposes upon the contracting parties the duty of good faith and fair  
12 dealing. It is further acknowledged Nevada views the relationship of an insured to an insurer as  
13 one of special confidence. Accordingly, the insurer assumes the duty to negotiate with its insureds  
14 in good faith and to deal with them fairly. Where the insurer acts unreasonably and with knowledge  
15 there is no reasonable basis for its conduct, it engages in bad faith behavior.

16 45. The actions taken by the USAA Defendants, as described in this Complaint, were not actions taken  
17 in good faith, were unreasonable, and were undertaken with knowledge of the lack of a reasonable  
18 basis for its behavior. Accordingly, Plaintiffs are entitled to an award of damages—both  
19 compensatory and punitive—for the USAA Defendants' acts of bad faith.

20 46. In addition to compensatory and punitive damages, Plaintiffs are entitled to an award of her attorney  
21 fees and costs incurred in pursuing this action.

22 WHEREFORE, Plaintiffs expressly reserving their right to amend this Complaint at the time of the  
23 trial herein, to include all items of damage not yet ascertained, and demands judgment against Defendant,  
24 as follows:

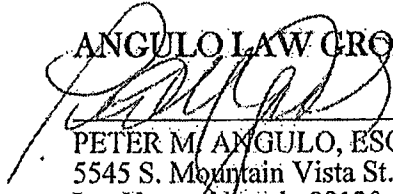
- 25 1. For Declaratory Judgment in their favor of the UIM contract claim and that the Court declare  
26 that Plaintiffs are afforded the \$2,000,000.00 coverage limits as set out in this Complaint;  
27  
28

2. For Declaratory Judgment in their favor of the Medical Payment contract claim and that the Court declare that Plaintiffs are afforded the \$800,000.00 coverage limits as set out in this Complaint;
3. For damages for the breach of UIM contract in the amount of the combined policy limits of \$2,000,000.00;
4. For damages for the breach of Medical Payment contract in the amount of the combined policy limits of \$800,000.00;
3. For statutory damages equaling two times the compensatory damages incurred;
4. For punitive damages;
5. For pre- and post-judgment interest as provided by the law and contract;
6. For attorney's fees and costs incurred and to be incurred herein; and
7. For such other and further relief as the Court deems just and proper in this matter.

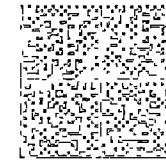
Plaintiffs' demand a jury trial in the above-entitled matter.

DATED this 8 day of November, 2024.

ANGULO LAW GROUP

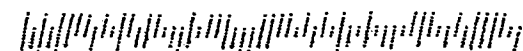
  
PETER M. ANGULO, ESQ.  
5545 S. Mountain Vista St., Ste. F  
Las Vegas, Nevada 89120  
*Attorneys for Plaintiffs*

3813  
Nevada Division of Insurance  
1818 E. College Pkwy., Suite 103  
Carson City, NV 89706-7986



US POSTAGE  
ZIP 89701 \$ 002.04<sup>0</sup>  
02 4W  
0000390939 NOV 19 2024

USAA CASUALTY INSURANCE  
COMPANY  
CORPORATION SERVICE COMPANY  
112 N CURRY ST  
CARSON CITY NV 89703-4934



00026



## Notice of Service of Process

null / ALL  
Transmittal Number: 30308217  
Date Processed: 11/21/2024

**Primary Contact:** Sandra Adams  
United Services Automobile Association  
9800 Fredericksburg Rd  
San Antonio, TX 78288-0002

**Electronic copy provided to:** Griselda Mejia  
Carmen Solis  
Laura Lopez

---

**Entity:** Garrison Property and Casualty Insurance Company  
Entity ID Number 3692001

**Entity Served:** Garrison Property and Casualty Insurance Company

**Title of Action:** Allison Karen vs. United Services Automobile Association

**Matter Name/ID:** Allison Karen vs. United Services Automobile Association (16545314)

**Document(s) Type:** Summons/Complaint

**Nature of Action:** Contract

**Court/Agency:** U.S. District Court, NV

**Case/Reference No:** 2:24-cv-02089

**Jurisdiction Served:** Nevada

**Date Served on CSC:** 11/20/2024

**Answer or Appearance Due:** 21 Days

**Originally Served On:** NV Commissioner of Insurance on 11/14/2024

**How Served:** Regular Mail

**Sender Information:** Angulo Law Group  
702-384-8000

---

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

**To avoid potential delay, please do not send your response to CSC**

251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | [sop@cscglobal.com](mailto:sop@cscglobal.com)

00027

JOE LOMBARDO  
*Governor*

STATE OF NEVADA

DR. KRISTOPHER SANCHEZ  
*Director*

SCOTT J. KIPPER  
*Commissioner*



**DEPARTMENT OF BUSINESS AND INDUSTRY  
DIVISION OF INSURANCE**

November 18, 2024

GARRISON PROPERTY AND CASUALTY (License No. 15983)  
CORPORATION SERVICE COMPANY  
112 N CURRY ST  
CARSON CITY NV 89703-4934

Re: Notice of Service of Process (SOP No. 3630)  
Allison Karen, et al. v. United Services Automobile Association, et al.  
2:24-cv-02089, United States District Court, District of Nevada

Enclosed you will find a summons or initial documents, which has been personally served upon the Nevada Commissioner of Insurance as statutory attorney to accept service of process on your behalf. These documents were served at 4:45 p.m. on November 14, 2024.

Sincerely,

Scott J. Kipper  
Commissioner of Insurance

By: /s/ Betsy Gould  
Service of Process Clerk

Enclosures



AO 440 (Rev. 06/12) Summons in a Civil Action

## UNITED STATES DISTRICT COURT

for the

District of Nevada

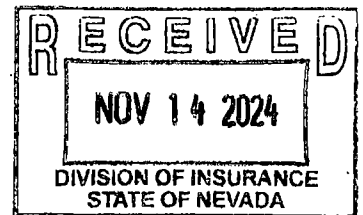
ALLISON KAREN, individually; GUDRUN KAREN,  
individually,*Plaintiff(s)*

v.

UNITED SERVICES AUTOMOBILE ASSOCIATION,  
et al.*Defendant(s)*

Civil Action No. 2:24-cv-02089-DJA

## SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Garrison Property and Casualty Insurance Company

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Peter M. Angulo, Esq., Angulo Law Group, 5545 S. Mountain Vista Street, Suite F, Las Vegas, Nevada 89120 (702) 384-8000

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Date: 11/13/2024



CLERK OF COURT

A handwritten signature in dark ink, appearing to read "Dora K. King".

Signature of Clerk or Deputy Clerk

00029

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
 was received by me on *(date)* \_\_\_\_\_.

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
 on *(date)* \_\_\_\_\_; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_, a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_, who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 on *(date)* \_\_\_\_\_; or

☐ I returned the summons unexecuted because \_\_\_\_\_; or

☐ Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

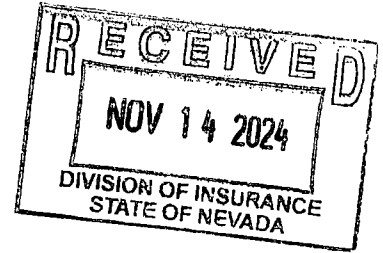
\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

00030

PETER M. ANGULO, ESQ.  
ANGULO LAW GROUP  
5545 S. Mountain Vista St. Ste. F  
Las Vegas, NV 89120  
Tel: (702) 384-8000  
Fax: (702) 384-8200  
Email: [pangulo@angulolawgroup.com](mailto:pangulo@angulolawgroup.com)  
*Attorneys for Plaintiffs*



UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

ALLISON KAREN, individually; GUDRUN  
KAREN, individually,

Case No.:

Plaintiffs,

vs.

COMPLAINT

UNITED SERVICES AUTOMOBILE  
ASSOCIATION, an insurance exchange; USAA  
CASUALTY INSURANCE COMPANY, a  
foreign corporation doing business in Nevada;  
GARRISON PROPERTY AND CASUALTY  
INSURANCE COMPANY, a foreign  
corporation doing business in Nevada; AUTO  
INJURY SOLUTIONS, INC., a foreign  
corporation doing business in Nevada; DOES I  
through X, and ROE CORPORATIONS XI  
through XX, inclusive,

(Jury Trial Demanded)

Defendant.

COMES NOW, Plaintiffs ALLISON KAREN and GUDRUN KAREN (hereinafter "Plaintiffs"),  
by and through their attorney of record, PETER M. ANGULO, ESQ., of the ANGULO LAW GROUP and  
hereby complains and alleges as follows:

JURISDICTION AND VENUE

1. That all times mentioned herein, Plaintiffs were and are residents of the State of Nevada, County  
of Clark.
2. That at all times mentioned herein, upon information and belief, Defendant, UNITED SERVICES  
AUTOMOBILE ASSOCIATION (hereinafter "USAA", was and an insurance exchange) is a

1 foreign corporation, being both duly licensed to do business in, and actually engaged in the business  
2 of selling insurance in the County of Clark, State of Nevada.

3 3. That at all times mentioned herein, upon information and belief, Defendant, USAA CASUALTY  
4 INSURANCE COMPANY (hereinafter "USAA-CIC"), was and is a foreign corporation, being  
5 both duly licensed to do business in, and actually engaged in the business of selling insurance in  
6 the County of Clark, State of Nevada.

7 4. That at all times mentioned herein, upon information and belief, Defendant, GARRISON  
8 PROPERTY AND CASUALTY INSURANCE COMPANY, a subsidiary of USAA-CIC  
9 (hereinafter "GARRISON"), was and is a foreign corporation, being both duly licensed to do  
10 business in, and actually engaged in the business of selling insurance in the County of Clark, State  
11 of Nevada.

12 5. That at all times mentioned herein, upon information and belief, Defendant, AUTO INJURY  
13 SOLUTIONS, INC., was and is a foreign corporation, being both duly licensed to do business in,  
14 and actually engaged in the business of selling insurance in the County of Clark, State of Nevada.  
15 The four Defendants are hereafter referred to as "the USAA Defendants."

16 6. That all the facts and circumstances that give rise to the subject lawsuit occurred in the State of  
17 Nevada, County of Clark.

18 7. That, pursuant to FRCP 10(a), the identities of the Defendants; DOES I through X and ROE  
19 CORPORATIONS XI through XX, are unknown at this time and may be individuals, partnerships,  
20 companies, corporations, or other entity. Plaintiff alleges that each Defendant designated herein as  
21 DOE or ROE CORPORATIONS are responsible in some manner for the damages alleged herein.  
22 Therefore, Plaintiff requests leave of the Court to amend this Complaint to name the Defendants  
23 specifically when their true identities become known.

24 8. Each of Plaintiffs' claimed injuries in this matter exceed \$75,000.00.

25 9. Pursuant to 28 U.S.C. §1332(a), this Court has original jurisdiction over this matter.  
26  
27  
28

**FIRST CAUSE OF ACTION***(DECLARATORY RELIEF)*

10. On or about April 29, 2023, in Las Vegas, Clark County, Nevada, Plaintiffs were involved in a motor vehicle accident, as a result of the negligence of an under-insured motorist.

11. On or about January 12, 2024, in Las Vegas, Clark County, Nevada, Plaintiffs were involved in a motor vehicle accident, as a result of the negligence of an under-insured motorist.

12. As a further direct and proximate result of the accidents, Plaintiffs incurred substantial expenses for medical care and treatment.

13. As a further direct and proximate result of the accidents, Plaintiffs, have suffered and continues to suffer physical pain, disability, emotional distress, including, but not limited to, Plaintiffs have suffered certain injuries and damages which are permanent and life long in nature.

14. That Plaintiffs' medical expenses and pain and suffering are covered benefits under the contract of insurance with Defendant USAA, bearing policy number 0200235087101, insuring two vehicles owed by Plaintiff ALLISON KAREN and her son.

15. That there may be an offset to damages under the policy with Defendant USAA-CIC for medical payments coverage.

16. At the time of the accident, Plaintiffs were insured with USAA with uninsured motor policy limits of \$1,000,000.00 per person \$1,000,000.00 per accident.

17. At the time of the accident, Plaintiffs were insured with USAA with a stackable medical payment policy limit of \$100,000.00 per person, per vehicle.

18. That Defendants, including DOES I through X and ROES XI through XX, were and are obligated to compensate Plaintiffs for their injuries and damages they sustained in the above-mentioned accident by virtue of and consistent with the uninsured motorist coverages identified.

19. That the combined policy limits of the USAA Defendants underinsured motorist policies identified for both the Plaintiffs' accidents total \$2,000,000.00. That the compensable injuries and damages to the Plaintiffs, as defined under the policies of UIM coverage, are in excess of the combined \$2,000,000.00 limits.

1 20. That the combined policy limits of the USAA Defendants medical payment policies identified for  
2 both the Plaintiffs' accidents total \$800,000.00. That the compensable injuries and damages to the  
3 Plaintiffs, as defined under the policies of Medical Payment coverage, are in excess of the combined  
4 \$800,000.00 limits.

5 21. The Plaintiffs were fault free in the collisions described above and therefore there are no  
6 comparative fault offsets to damages.

7 22. Despite a demand for settlement of the applicable UIM coverage being made, the USAA  
8 Defendants have delayed making an offer to settle.

9 23. Despite a demand for settlement of the applicable Medical Payment coverage being made, the  
10 USAA Defendants have delayed making payments to the Plaintiffs to cover the incurred medical  
11 expenses.

12 24. Due to the delay on the USAA Defendants' part, Plaintiffs have been subjected to collection notices  
13 putting them financially at risk.

14 25. That pursuant to NRS 30.040, jurisdiction of this matter rests with this court. That the Plaintiff is  
15 therefore asking this Court to adjudicate the rights of the parties herein under the applicable  
16 contracts of UIM insurance.

17 26. That the USAA Defendants are attempting to create a financial windfall for itself through its actions  
18 in diminishing the coverage which was purchased and otherwise available to the Plaintiffs.

19 27. That the USAA Defendants are obligated by Nevada Law, to provide insurance coverage to  
20 Plaintiffs, due to their injuries, and Plaintiffs are entitled to declaration from the court that they  
21 have standing to make and receive compensation for said claims.

22 28. That as a direct and proximate result of the USAA Defendants' wrongful conduct, Plaintiffs, have  
23 suffered and will continue to suffer damages payable under the applicable under-insured motorist  
24 policy in an amount in excess of FIFTEEN THOUSAND DOLLARS (\$15,000.00).

25 29. As a further and direct proximate result, Plaintiffs were forced to retain an attorney to prosecute the  
26 instant action, incurring attorney's fees and costs and is therefore entitled to same from USAA in  
27 prosecuting this action.  
28



**SECOND CAUSE OF ACTION*****(BREACH OF CONTRACT)***

30. Plaintiffs repeat, re-allege, and incorporate by reference the allegations of paragraphs 1 through 29 as though fully set forth herein.

31. That the USAA Defendants, through their actions, are refusing to tender the full policy benefits even after concluding that the claim of the Plaintiff is in excess of the USAA Defendants policy limits and the collective policy limits as set forth above, thereby breaching the contract for underinsured motorist coverage.

32. That the USAA Defendants have breached the terms of the contract of UIM insurance, and that the Plaintiff is entitled to the benefits. That by virtue of the injuries and damages suffered in the accident described above, the damages of the Plaintiffs exceed the value of coverage. The Plaintiffs are therefore entitled to the policy limits.

33. That the Plaintiffs are further entitled to costs and attorney's fees for having to bring this action under these circumstances.

34. That to the extent appropriate, Plaintiffs will seek to amend their Complaint to conform to discovery as necessary.

**THIRD CAUSE OF ACTION*****(EXPLOITATION OF THE ELDERLY)***

35. Plaintiffs repeat, re-allege, and incorporate by reference the allegations of paragraphs 1 through 34 as though fully set forth herein.

36. That Plaintiff, GUDRUN KAREN, at all relevant times, was well beyond the age of 60 years old. Nevertheless, Defendants, knowing this fact, and in full understanding that Plaintiff was not currently represented by legal counsel, wrongfully caused Plaintiff to believe there were limitations on her ability to be recompensed for her injuries. Accordingly, the USAA Defendants utilized their position of trust and confidence to, through deception, intimidation or undue influence, exert influence over monies to which Plaintiff was lawfully entitled with the intention of permanently depriving her of the ownership, use, benefit or possession of those monies.

1 37. Such actions were not done innocently but were instead done with recklessness, oppression, fraud  
2 and/or malice.

3 38. Such actions constitute a violation of Nevada criminal statutes specifically designed to protect such  
4 vulnerable persons from such exploitation.

5 39. Pursuant to NRS 41.1395, Plaintiff is entitled to two times the actual damages incurred by her and  
6 a full award of her attorney fees and costs incurred in prosecuting this action.

7 **FOURTH CAUSE OF ACTION**

8 *(UNFAIR CLAIMS PRACTICES)*

9 40. Plaintiffs repeat, re-allege, and incorporate by reference the allegations of paragraphs 1 through 39  
10 as though fully set forth herein.

11 41. In their actions which form the basis of the instant lawsuit, the USAA Defendants violated  
12 provisions of the Nevada's statutory prohibitions on unfair claims practices (NRS 686A.310)  
13 including, but not limited to :

14 a. Misrepresenting to Plaintiff pertinent facts or insurance policy provisions relating to  
15 any coverage at issue;

16 b. Failing to acknowledge and act reasonably promptly upon communications with  
17 respect to claims arising under insurance policies;

18 c. Failing to effectuate prompt, fair and equitable settlements of claims in which  
19 liability of the insurer has become reasonably clear;

20 d. Compelling Plaintiffs to institute litigation to recover amounts due under an  
21 insurance policy by offering substantially less than the amounts to which they were entitled when  
22 she made claims for amounts reasonably similar to the amounts ultimately recovered in subsequent  
23 litigation;

24 e. Attempting to settle a claim for less than the amount to which a reasonable person  
25 would have believed he or she was entitled by reference to written or printed advertising material  
26 accompanying or made part of an application;

27 f. Failing to settle claims promptly, where liability has become reasonably clear, under  
28 one portion of the insurance policy coverage in order to influence settlements under other portions



1 of the insurance policy coverage; and

2 g. Failing to provide promptly to an insured a reasonable explanation of the basis in  
3 the insurance policy, with respect to the facts of the insured's claim and the applicable law, for the  
4 denial of the claim or for an offer to settle or compromise the claim.

5 42. Such actions by the USAA Defendants entitle Plaintiffs to a separate award under the statute for an  
6 amount equal to her proven damages—including her incurred attorney fees and costs.

7 **FIFTH CAUSE OF ACTION**

8 *(BAD FAITH)*

9 43. Plaintiffs repeat, re-allege, and incorporate by reference the allegations of paragraphs 1 through 42  
10 as though fully set forth herein.

11 44. Every contract in Nevada imposes upon the contracting parties the duty of good faith and fair  
12 dealing. It is further acknowledged Nevada views the relationship of an insured to an insurer as  
13 one of special confidence. Accordingly, the insurer assumes the duty to negotiate with its insureds  
14 in good faith and to deal with them fairly. Where the insurer acts unreasonably and with knowledge  
15 there is no reasonable basis for its conduct, it engages in bad faith behavior.

16 45. The actions taken by the USAA Defendants, as described in this Complaint, were not actions taken  
17 in good faith, were unreasonable, and were undertaken with knowledge of the lack of a reasonable  
18 basis for its behavior. Accordingly, Plaintiffs are entitled to an award of damages—both  
19 compensatory and punitive—for the USAA Defendants' acts of bad faith.

20 46. In addition to compensatory and punitive damages, Plaintiffs are entitled to an award of her attorney  
21 fees and costs incurred in pursuing this action.

22 WHEREFORE, Plaintiffs expressly reserving their right to amend this Complaint at the time of the  
23 trial herein, to include all items of damage not yet ascertained, and demands judgment against Defendant,  
24 as follows:

- 25 1. For Declaratory Judgment in their favor of the UIM contract claim and that the Court declare  
26 that Plaintiffs are afforded the \$2,000,000.00 coverage limits as set out in this Complaint;

2. For Declaratory Judgment in their favor of the Medical Payment contract claim and that the Court declare that Plaintiffs are afforded the \$800,000.00 coverage limits as set out in this Complaint;
3. For damages for the breach of UIM contract in the amount of the combined policy limits of \$2,000,000.00;
4. For damages for the breach of Medical Payment contract in the amount of the combined policy limits of \$800,000.00;
3. For statutory damages equaling two times the compensatory damages incurred;
4. For punitive damages;
5. For pre- and post-judgment interest as provided by the law and contract;
6. For attorney's fees and costs incurred and to be incurred herein; and
7. For such other and further relief as the Court deems just and proper in this matter.

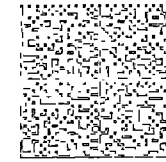
Plaintiffs' demand a jury trial in the above-entitled matter.

DATED this 8 day of November, 2024.

ANGULO LAW GROUP

PETER M. ANGULO, ESQ.  
5545 S. Mountain Vista St., Ste. F  
Las Vegas, Nevada 89120  
*Attorneys for Plaintiffs*

3813  
Nevada Division of Insurance  
1818 E. College Pkwy., Suite 103  
Carson City, NV 89706-7986



US POSTAGE  
ZIP 89701 \$002.04<sup>0</sup>  
02 4W  
0000390939 NOV 19 2024

GARRISON PROPERTY AND  
CASUALTY  
CORPORATION SERVICE COMPANY  
112 N CURRY ST  
CARSON CITY NV 89703-4934

00039

DP BLS